

# NAVAL INSPECTOR GENERAL

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## REPORT OF INVESTIGATION

Subj: SENIOR OFFICIAL CASE 201301971; ALLEGATIONS OF  
(b) (6), (b) (7)(C) , IMPROPER USE OF PERSONNEL AND  
(b) (6), (b) (7)(C) BY RADM BRUCE A. DOLL, USNR

5 May 2014



  
J. F. CALDWELL, JR.  
VADM, USN

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Office of the Naval Inspector General

Case Number: 201301971

Report of Investigation

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Subj: NAVY SENIOR OFFICIAL CASE 201301971; ALLEGATIONS OF  
(b) (6), (b) (7)(C) , IMPROPER USE OF PERSONNEL AND  
(b) (6), (b) (7)(C) BY RADM BRUCE A. DOLL, DC, USNR

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Preliminary Statement

1. On 20 June 2013, (b) (6), (b) (7)(C) , MSC, USN, submitted a memorandum for the record (MFR) to the Executive Assistant to the Chief of Staff for the U.S. Navy Bureau of Medicine and Surgery (BUMED) and stated that RADM Bruce A. Doll, DC, USNR, while assigned as Deputy Chief, Navy Medicine Research and Development, (BUMED M2), (b) (6), (b) (7)(C) also alleged that RADM Doll required him to perform certain personal services that were outside of (b) (6), (b) (7)(C) official duty responsibilities.

2. (b) (6), (b) (7)(C)

3. In addition to providing an expanded discussion of his original allegations that RADM Doll (b) (6), (b) (7)(C) required him to perform improper personal services, (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

## Summary of Findings and Conclusions

4. (b) (6), (b) (7)(C)

We did find, however, that RADM Doll accepted personal services from (b) (6), (b) (7)(C) in violation of the Joint Ethics Regulations.

5. (b) (6), (b) (7)(C)

6. NAVINSGEN formed the following allegations for investigation:

**Allegation #1:** (b) (6), (b) (7)(C)

**Conclusion:** The allegation is not substantiated.

**Allegation #2:** That RADM Doll improperly directed or accepted personal services from (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) drove RADM Doll from an automobile dealership in Alexandria, VA, to Fort Detrick, MD and back in violation of 5 CFR 2635 - Standards of Ethical Conduct for Employees of the Executive Branch, Subpart G - Misuse of Position.


**Conclusion:** The allegation is substantiated.

**Allegation #3:** (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)



Conclusion: The allegation is not substantiated.

Allegation #4: (b) (6), (b) (7)(C)



Conclusion: The allegation is not substantiated.

Allegation #5: (b) (6), (b) (7)(C)



Conclusion: The allegation is not substantiated.

Allegation #6: (b) (6), (b) (7)(C)



Conclusion: The allegation is not substantiated.

Allegation #7: (b) (6), (b) (7)(C)



Conclusion: The allegation is not substantiated.

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## Background

7. RADM Doll was assigned as the Deputy Chief, Navy Medicine Research and Development, (BUMED M2), at Fort Detrick, MD. He officially assumed his duties with BUMED M2 on 1 October 2012. Prior to this assignment, RADM Doll was stationed in Norfolk, VA and assigned to the Supreme Allied Command, Transformation (SACT) as the senior medical advisor.

8. In January 2012, RADM Doll began making routine trips between Norfolk, VA, and BUMED Headquarters in Falls Church, VA, in order to guide the formation of the new BUMED M2 medical research and development division. The BUMED M2 organization was designated to relocate from the former BUMED Headquarters location in Washington, DC, to Fort Detrick, MD, as a result of the Base Realignment and Closure (BRAC) Act of 2005.<sup>1</sup>

9. Also, starting in January 2012, (b)(6), (b)(7)(c) who was already assigned to BUMED Headquarters and working with the medical research and development group, volunteered to serve as acting Executive Assistant (EA) for RADM Doll pending the selection and assignment of a permanent EA. Over the next twelve months and until January 2013, (b)(6), (b)(7)(c) performed additional duties as RADM Doll's EA primarily related to the Admiral's travel and calendar requirements. (b)(6), (b)(7)(c) provided this support to RADM Doll whenever he traveled from Norfolk to BUMED Headquarters or to Fort Detrick in the months leading up to RADM Doll's permanent reassignment to BUMED M2.

10. (b)(6), (b)(7)(c) reported to the BUMED M2 organization in (b)(6), (b)(7)(c). RADM Doll selected (b)(6), (b)(7)(c) from among three officers proposed to him as his EA. (b)(6), (b)(7)(c) turned over with (b)(6), (b)(7)(c) and relieved him as EA in January 2013.

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<sup>1</sup> The U.S. Navy Bureau of Medicine and Surgery (BUMED) started relocating its staff from Washington, DC, to Falls Church, VA, in May 2012 as part of the Base Realignment and Closure (BRAC) Act of 2005. During BUMED's planning for the move, it was decided that the medical research and development component of the BUMED Headquarters would be established at Fort Detrick, MD, as either an Echelon 3 command reporting to BUMED or as a detachment of the headquarters. On 18 December 2013, BUMED decided that the new organization would continue at Fort Detrick as a detachment of the headquarters (BUMED M2), not a separate Echelon 3 command reporting to BUMED.

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11. Allegation #1: (b) (6), (b) (7)(C)

[REDACTED]

Findings of Fact for Allegation #1

12. (b) (6), (b) (7)(C)

[REDACTED]

13. (b) (6), (b) (7)(C)

[REDACTED]

14. (b) (6), (b) (7)(C)

[REDACTED]


15. (b) (6), (b) (7)(C)

[REDACTED]

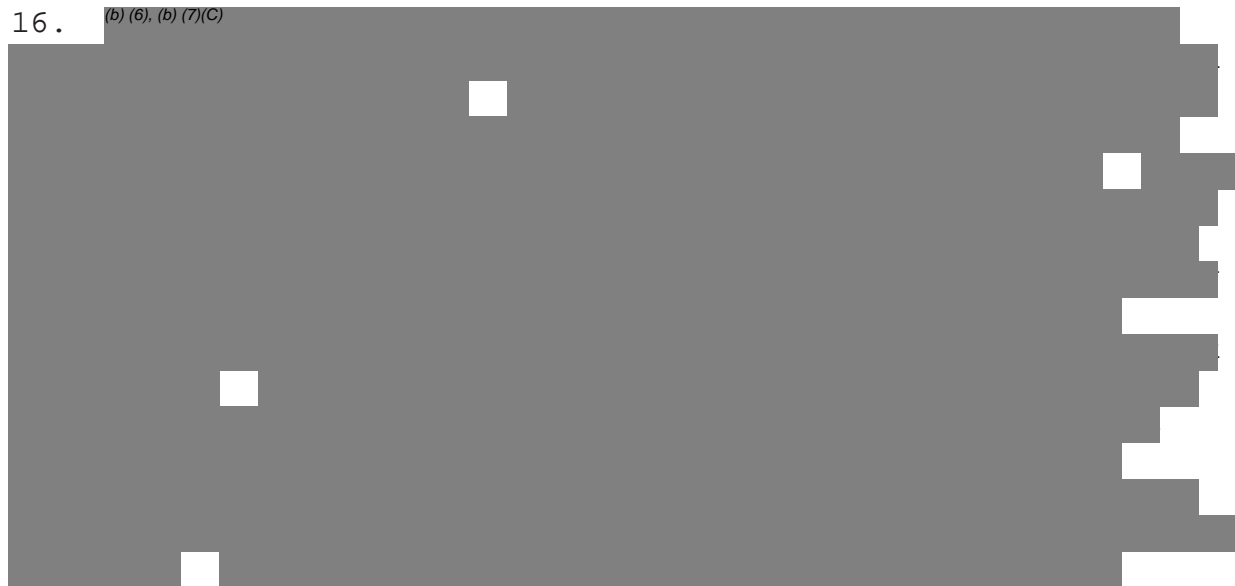
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(b) (6), (b) (7)(C)




16. (b) (6), (b) (7)(C)



17. (b) (6), (b) (7)(C)



18. (b) (6), (b) (7)(C)



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19. (b) (6), (b) (7)(C) [Redacted]

20. (b) (6), (b) (7)(C) [Redacted]

21. (b) (6), (b) (7)(C) [Redacted]

22. (b) (6), (b) (7)(C) [Redacted]

23. (b) (6), (b) (7)(C) [Redacted]

a. (b) (6), (b) (7)(C) [Redacted]

b. (b) (6), (b) (7)(C) [Redacted]

c. (b) (6), (b) (7)(C) [Redacted]

d. (b) (6), (b) (7)(C) [Redacted]

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e. (b) (6), (b) (7)(C) [Redacted]

24. (b) (6), (b) (7)(C) [Redacted]

a. (b) (6), (b) (7)(C) [Redacted]

b. (b) (6), (b) (7)(C) [Redacted]

c. (b) (6), (b) (7)(C) [Redacted]


d. (b) (6), (b) (7)(C) [Redacted]

e. (b) (6), (b) (7)(C) [Redacted]

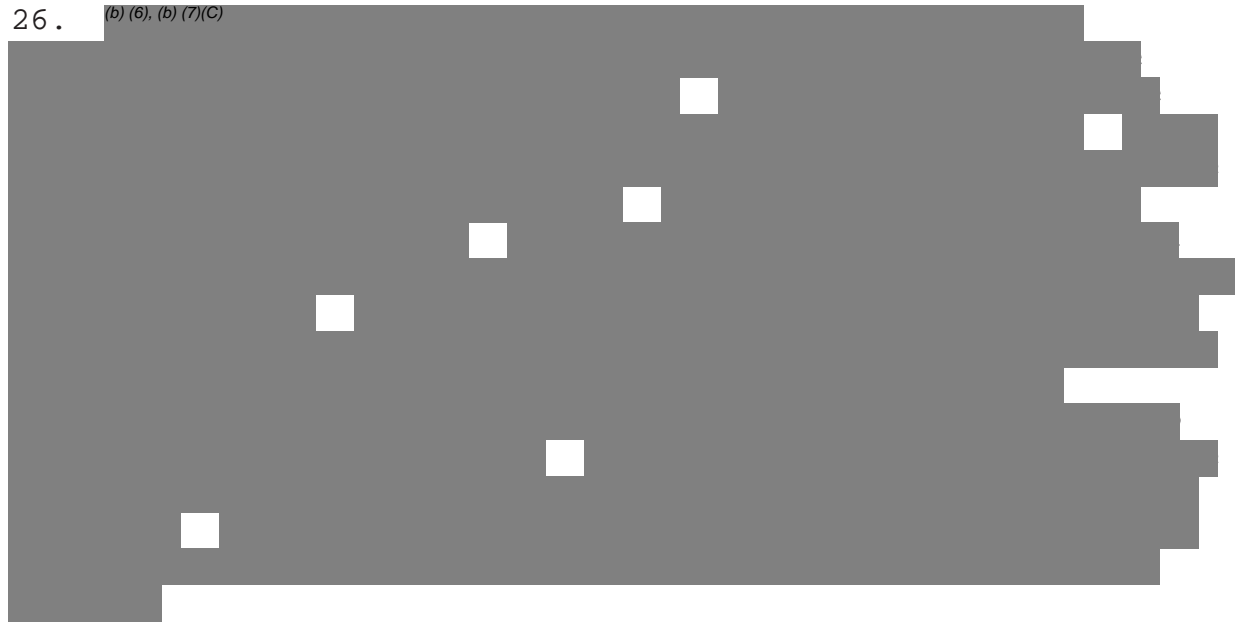
25. (b) (6), (b) (7)(C) [Redacted]

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(b) (6), (b) (7)(C)






26. (b) (6), (b) (7)(C)



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Applicable Standard for Allegation #1

27. (b) (6), (b) (7)(C)


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## Analysis of Allegation #1


28. (b) (6), (b) (7)(C)




29. (b) (6), (b) (7)(C)



30. (b) (6), (b) (7)(C)



31. (b) (6), (b) (7)(C)



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(b) (6), (b) (7)  
(C)

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### Conclusion for Allegation #1

32. The allegation is not substantiated.

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33. **Allegation #2:** That RADM Doll improperly directed or accepted personal services from (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) drove RADM Doll from an automobile dealership in Alexandria, VA, to Fort Detrick, MD and back in violation of 5 CFR 2635 - Standards of Ethical Conduct for Employees of the Executive Branch, Subpart G - Misuse of Position.

### Findings of Fact for Allegation #2

34. (b) (6), (b) (7)(C) testified that RADM Doll directed him to pick him up at the Mini Cooper automobile dealership in Alexandria, VA and drive him to work at Fort Detrick. (b) (6), (b) (7)(C) stated that he drove his personal vehicle from his residence to the dealership on the morning in question and arrived there sometime shortly after 0600. Thereafter, (b) (6), (b) (7)(C) drove RADM Doll to their office building at Fort Detrick. They arrived at their office building sometime after 0730 but before RADM Doll's first scheduled meeting of the day.

35. (b) (6), (b) (7)(C) residence is located in (b) (6), (b) (7)(c). The driving distance between (b) (6), (b) (7)(C) residence and the car dealership is approximately 27 miles. The direction of travel from his residence to the car dealership is nearly opposite the normal direction of travel (b) (6), (b) (7)(C) would drive when he went straight to work from home without a detour. The one-way driving distance between (b) (6), (b) (7)(C) residence and the office building where he worked on Fort Detrick was approximately 41 miles.

36. The one-way driving distance between the car dealership and Fort Detrick was approximately 58 Miles. On the day in question, (b) (6), (b) (7)(C) drove an approximate 170 mile round trip

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from his home to the car dealership, then on to Fort Detrick, back to the dealership and returning home compared to his normal 82 mile round trip from home to Fort Detrick and back. He drove an additional 88 miles in his privately operated vehicle (POV) providing transportation for RADM Doll.

37. RADM Doll testified that he accepted round trip transportation from (b) (6), (b) (7)(C) and rode with (b) (6), (b) (7)(C) in his personal vehicle from the car dealership in Alexandria, VA to their office building on Fort Detrick. RADM Doll said that he gave (b) (6), (b) (7)(C) \$15 to defray the cost of gas.

38. RADM Doll also testified that the idea for (b) (6), (b) (7)(C) to pick him up at the dealership and drive him back to the dealership that afternoon was (b) (6), (b) (7)(C). RADM Doll stated that (b) (6), (b) (7)(C) made the offer to pick him up at the dealership and drive him back to the dealership so that RADM Doll might preserve his official calendar on the day in question and avoid the necessity to reschedule any appointments already planned for that day. When we asked RADM Doll if he believed accepting (b) (6), (b) (7)(C) offer was appropriate, RADM Doll replied:

I understood that if he offered [and] that I explained to him that he is under [no obligation] -- that that was a nice gesture but that it can only [be accepted] if he made the offer to me, and he agreed that he could do it.

39. We shared RADM Doll's testimony about the roundtrip transportation (b) (6), (b) (7)(C) provided between the car dealership in Alexandria and their place of duty at Fort Detrick with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) disputed the RADM Doll's claim that he offered him a ride and in his rebuttal statement (b) (6), (b) (7)(C) stated:

At no time, did I ever offer RADM Doll a ride to the dealership. RADM Doll directed that I come pick him up at the dealership at 0600. When he called me, I even asked him if the dealership provided a courtesy car -- which they do free of charge. I do recall advising RADM Doll that it was out of my normal way to work (by 35 miles total for one leg). He directed that I come pick him up anyhow, and then directed me to drive him back later that day. Again, I never

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offered to pick him up. It was very much implied it was my duty to pick him up.

40. The Vice Chief of Naval Operations (VCNO) promulgated standards of conduct guidance in a memorandum for all Flag Officers dated 14 November 2011. Enclosure (2) of that memorandum walks the reader through what a Flag Officer may properly ask an officer assigned to them as their aide to perform and what they may not have their aide perform. Providing local transportation for the Flag Officer in the aide's personal vehicle was specifically noted on the list of duties an aide may not perform. We noted, however, that there was an exception that might apply for cases of "minor voluntary services" that were "rare," "minor" and "truly voluntary." Further, the example exception noted in the memorandum was on point with the complaint allegation we investigated. It read:

Acceptable examples of uncompensated services could include, but are not limited to: Flag Officer's car is in the shop, and Aide offers Flag Officer a ride home, which is on the way to, or very near, the Aide's home.<sup>2</sup>

41. On 4 April 2014, before we concluded our investigation, we afforded RADM Doll an opportunity to review the tentative conclusions in our draft report of investigation and to provide his comments about those conclusions. On 18 April 2014, RADM Doll provided his reply and stated in summary that he "respectfully disagreed with the substantiation of allegation #2, that [he] improperly directed (b) (6), (b) (7)(C) to drive [him] to a car dealership."

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<sup>2</sup> **Rare** - provided on a one-time-only or very infrequent basis; and, **Minor** - of sort duration or minimal value. (Note: With limited exceptions, the Joint Ethics Regulation forbids seniors from accepting any gift from a subordinate with a fair market value over \$10.00. If an Aide voluntarily performs a service that could reasonably be said to have a fair market value greater than \$10.00, the Aide may perform the service if compensated at fair market value by the Flag Officer. An Aide may not be compensated for voluntary service that takes place during normal duty hours.); and, **Truly voluntary** - whether a service is "truly voluntary" depends on the surrounding facts and circumstances. Factors include, but are not limited to: originator of the idea for the service (Flag Officer or Aide), extent to which the service causes Aide to modify ordinary routine or plans, whether the service is provided incidental to an activity the Aide will perform anyway, and the Aide's perception and description of the service as well as freedom to decline to perform the service.

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42. RADM Doll challenged (b) (6), (b) (7)(C) credibility and stated that our investigation and draft report showed that (b) (6), (b) (7)(C) "had been found to have made wildly inaccurate and false statements . . . while [RADM Doll's] statements in this investigation [had] been proven valid on every occasion." RADM Doll also expressed concern that some of the examples he provided to investigators that he believed showed (b) (6), (b) (7)(C) "diminished credibility" regarding the allegations we investigated were not included in our report of investigation. We note here our disagreement with RADM Doll's foregoing statement that our investigation determined that (b) (6), (b) (7)(C) was "wildly inaccurate" or that he made "false statements." While we questioned the accuracy of some of (b) (6), (b) (7)(C) recollections regarding certain events about which he complained, we did not determine that (b) (6), (b) (7)(C) lied to investigators.

43. In his reply to our tentative conclusion letter, RADM Doll also stated that he believed the ride (b) (6), (b) (7)(C) provided to him conformed to all three of elements required for an exception under the VCNO's standards of conduct regarding a Flag Officer's aide providing local transportation to the Flag Officer in the aide's POV. RADM Doll stated his belief that the ride he accepted was "rare," "minor" and "truly voluntary." About the ride being minor, RADM Doll stated:

I disagree with the [the IG's tentative conclusion] that I "... ignored the extent to which the service provided to [me] caused (b) (6), (b) (7)(C) to modify his ordinary commute." The [IG] determined that the car dealership was 27 miles out of the normal route of (b) (6), (b) (7)(C). That would total 54 miles. Since this was a onetime offer of 54 miles, divided in the day, it is neither overly onerous nor excessive. I also compensated (b) (6), (b) (7)(C) \$15, another fact not disputed by (b) (6), (b) (7)(C) but completely omitted by him and that brings context to these allegations. If an average car gets 20 miles to the gallon, (b) (6), (b) (7)(C) would have used approximately 2.75 gallons. At \$4 a gallon that would be approximately \$10 worth of gasoline. Under the investigating officer's definition as provided in his report, this is not a violation of the Joint Ethics Regulation. I believe I compensated him fairly for his offer.

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44. According to [www.taxifarefinder.com](http://www.taxifarefinder.com), the one-way estimated fare between the automobile dealership located at 5990 Duke Street in Alexandria, VA and Fort Detrick, MD is more than \$130 not including gratuity.

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### **Applicable Standards for Allegation #2**

45. § 2635.702 - Use of public office for private gain.

An employee shall not use his public office for his own private gain, for the endorsement of any product, service or enterprise, or for the private gain of friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity, including nonprofit organizations of which the employee is an officer or member, and persons with whom the employee has or seeks employment or business relations. The specific prohibitions set forth in paragraphs (a) through (d) of this section apply this general standard, but are not intended to be exclusive or to limit the application of this section.

**(a) Inducement or coercion of benefits.** An employee shall not use or permit the use of his Government position or title or any authority associated with his public office in a manner that is intended to coerce or induce another person, including a subordinate, to provide any benefit, financial or otherwise, to himself or to friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity.

46. § 2635.705 - Use of official time.

**(b) Use of a subordinate's time.** An employee shall not encourage, direct, coerce, or request a subordinate to use official time to perform activities other than those required in the performance of official duties or authorized in accordance with law or regulation.

Example 1: An employee of the Department of Housing and Urban Development may not ask his secretary to type his personal correspondence during duty hours. Further, directing or coercing a subordinate to

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perform such activities during non-duty hours constitutes an improper use of public office for private gain in violation of §2635.702(a). Where the arrangement is entirely voluntary and appropriate compensation is paid, the secretary may type the correspondence at home on her own time. Where the compensation is not adequate, however, the arrangement would involve a gift to the superior in violation of the standards in subpart C of this part.

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## Analysis of Allegation #2

47. There were no witnesses to corroborate the opposing testimony or conflicting accounts of the relevant facts presented by (b) (6), (b) (7)(C) and RADM Doll in their respective testimony. We determined, however, that (b) (6), (b) (7)(C) drove his POV from his residence in (b) (6), (b) (7)(C), to the Mini automobile dealership in Alexandria, VA whereupon (b) (6), (b) (7)(C) met RADM Doll and drove him from the car dealership to their place of duty at Fort Detrick, MD. This determination was not disputed by RADM Doll; he admitted accepting the ride with (b) (6), (b) (7)(C). We also determined that the route (b) (6), (b) (7)(C) drove that day was not convenient to his normal commute and, in fact, the car dealership was approximately 27 miles in the opposite direction of (b) (6), (b) (7)(C) normal route to work by car. We further determined the total additional mileage (b) (6), (b) (7)(C) drove that day providing transportation to RADM Doll was 88 miles.

48. RADM Doll testified that it was (b) (6), (b) (7)(C) idea that he would pick the Admiral up at the car dealership and drive him to their place of duty to preserve RADM Doll's planned workday. (b) (6), (b) (7)(C) denied that was the case and stated in rebuttal that RADM Doll "ordered" him to pick up him up at the automobile dealership and that "it was very much implied [that] it was [(b) (6), (b) (7)(C) duty" to do so.

49. RADM Doll challenged (b) (6), (b) (7)(C) credibility about the offer of a ride and, for many of the reasons RADM Doll listed, we had some doubts about (b) (6), (b) (7)(C) recollection of certain facts as well. We determined, however, that even if (b) (6), (b) (7)(C) offered RADM Doll the ride, RADM Doll was obligated to refuse the offer under the circumstances. We determined that while the ride was "rare" as defined in the VCNO's ethics memo, it was not

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"minor" and therefore did not fit the exception. RADM Doll ignored the extent to which the service (b) (6), (b) (7)(C) provided to him caused (b) (6), (b) (7)(C) to modify his ordinary commute to work. On the morning in question, (b) (6), (b) (7)(C) drove 27 miles to the car dealership and then 58 miles to Fort Detrick with RADM Doll. That evening, (b) (6), (b) (7)(C) drove the 58 miles back to the car dealership with RADM Doll and then 27 miles from the dealership back to his home. (b) (6), (b) (7)(C) total distance traveled that day was approximately 170 miles as compared to his normal daily commute of 82 miles. (b) (6), (b) (7)(C) traveled approximately 88 more miles that day than he would have driven for a normal commute between his home and Fort Detrick in order to provide RADM Doll with transportation between the car dealership and Fort Detrick.

50. In his reply to our tentative conclusion letter, RADM Doll stated that he paid (b) (6), (b) (7)(C) \$15 and that by his calculations (b) (6), (b) (7)(C) probably only used about \$10 in gas for the transportation RADM Doll received. We do not agree with RADM Doll's calculation of the monetary value of the service he received. We determined that (b) (6), (b) (7)(C) drove an additional 88 miles that day not just the 54 miles between (b) (6), (b) (7)(C) home and the dealership and the basis for RADM Doll's calculations. By our calculation, using the same estimated values for miles per gallon and cost of fuel RADM Doll relied upon, we determined that RADM Doll should have reimbursed (b) (6), (b) (7)(C) \$17.60 for his cost of fuel.<sup>3</sup>

51. We note here, however, that while this slightly higher amount might cover the cost of fuel, it would not, in our judgment, cover the cost of the wear and tear on (b) (6), (b) (7)(C) POV or his time. In 2013, government employees were compensated at a rate of \$0.565 per mile when they drive their POV in conjunction with official travel. They also receive their salary as compensation for their time on official travel. Applying the standard government mileage rate in this case, we calculated that RADM Doll would owe (b) (6), (b) (7)(C) \$49.72. While we concede that (b) (6), (b) (7)(C) received his active duty pay during the time he provided the service to RADM Doll, we would not agree that the extra time (b) (6), (b) (7)(C) had to spend behind the wheel of his car, in the Washington, DC, metropolitan area's traffic that day, was minor.<sup>4</sup>

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<sup>3</sup> 88 miles divided by 20 miles per gallon = 4.4 gallons x \$4 per gallon = \$17.60

<sup>4</sup> 88 x \$0.565 = \$49.72

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52. In consideration the foregoing, we looked for a more reasonable estimate of the monetary value of the service (b) (6), (b) (7)(C) provided to RADM Doll and determined that the fair market value of round trip cab fare would be a better estimate. We determined that round trip cab fare was more than \$260 not including gratuity. While we might not expect RADM Doll to compensate (b) (6), (b) (7)(C) the full amount of a \$260 round-trip cab ride, we determined that RADM Doll's payment of \$15 failed to adequately compensate (b) (6), (b) (7)(C) the payment RADM Doll made did not provide fair monetary compensation for the service he received and it ignored the significant additional amount of time (b) (6), (b) (7)(C) spent driving an additional 88 miles in Washington, DC commuter traffic.

53. We concluded, therefore, that a preponderance of the evidence showed that RADM Doll improperly accepted personal services from (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) drove RADM Doll from the Mini dealership in Alexandria, VA, to Fort Detrick, MD and back in violation of the standard.

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## Conclusion for Allegation #2

54. The allegation is substantiated.<sup>5</sup>


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55. **Allegation #3:** (b) (6), (b) (7)(C)



## Findings of Fact for Allegation #3

56. (b) (6), (b) (7)(C)




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<sup>5</sup> We considered identifying 5 CFR 2635 Subpart C- Gifts Between Employees, as an additional applicable standard, but did not since it would have been cumulative. Although the dollar amount paid was in dispute, we accepted that RADM Doll reimbursed (b) (6), (b) (7)(C) \$15 for his trouble and we were not convinced by (b) (6), (b) (7)(C) that he did not volunteer to drive the Admiral.


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(b) (6), (b) (7)(C)



57. (b) (6), (b) (7)(C)




58. (b) (6), (b) (7)(C)



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Applicable Standards for Allegation #3


59. (b) (6), (b) (7)(C)



\*\*\*\*\*

Analysis of Allegation #3

60. (b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)

61. (b) (6), (b) (7)(C)

62. (b) (6), (b) (7)(C)

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### Conclusion for Allegation #3

63. The allegation is not substantiated.

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64. **Allegation #4:** (b) (6), (b) (7)(C)

### Findings of Fact for Allegation #4

65. (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

66. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

67. (b) (6), (b) (7)(C)

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#### Applicable Standards for Allegation #4

68. (b) (6), (b) (7)(C)

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#### Analysis of Allegation #4

69. (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)



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Conclusion for Allegation #4

70. The allegation is not substantiated.


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Whistleblower Reprisal Allegation Section


71. (b) (6), (b) (7)(C)



72. (b) (6), (b) (7)(C)



73. (b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)

[REDACTED]

74. (b) (6), (b) (7)(C)

[REDACTED]

- (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C)

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### Findings and Analysis

75. (b) (6), (b) (7)(C)

[REDACTED]

(b) (6), (b) (7)(C)

[REDACTED]

(b) (6), (b) (7)(C)

[REDACTED]

(b) (6), (b) (7)(C)

[REDACTED]

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(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



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76. (b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

77. (b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



78. (b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)



79. (b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)

80. (b) (6), (b) (7)(C)


(b) (6), (b) (7)(C)

81. (b) (6), (b) (7)(C)



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82. (b) (6), (b) (7)(C)




83. (b) (6), (b) (7)(C)



84. (b) (6), (b) (7)(C)



85. (b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

86. (b) (6), (b) (7)(C)


87. (b) (6), (b) (7)(C)

88. (b) (6), (b) (7)(C)


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(b) (6), (b) (7)(C)




89. (b) (6), (b) (7)(C)




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(b) (6), (b) (7)(C)




90. (b) (6), (b) (7)(C)




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(b) (6), (b) (7)(C)



91. (b) (6), (b) (7)(C)




(b) (6), (b) (7)(C)




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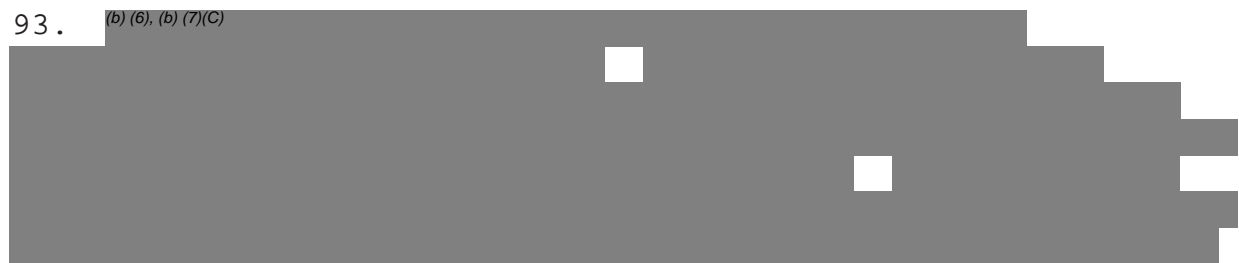
(b) (6), (b) (7)(C)

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92. (b) (6), (b) (7)(C)

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93. (b) (6), (b) (7)(C)

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94. (b) (6), (b) (7)(C)

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95. (b) (6), (b) (7)(C)


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(b) (6), (b) (7)(C)




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(b) (6), (b) (7)(C)




96. (b) (6), (b) (7)(C)



97. (b) (6), (b) (7)(C)



98. (b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

99. (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

100. (b) (6), (b) (7)(C)

101. (b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C)
- (b) (6), (b) (7)(C)

<sup>6</sup> (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C)

- (b) (6), (b) (7)(C)

102. (b) (6), (b) (7)(C)

103. (b) (6), (b) (7)(C)

104. (b) (6), (b) (7)(C)

105. (b) (6), (b) (7)(C)

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<sup>7</sup> (b) (6), (b) (7)(C)

106. (b) (6), (b) (7)(C) [Redacted]

107. (b) (6), (b) (7)(C) [Redacted]

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(b) (6), (b) (7)(C) [Redacted]

108. (b) (6), (b) (7)(C) [Redacted]

109. (b) (6), (b) (7)(C) [Redacted]

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(b) (6), (b) (7)(C) [Redacted]

<sup>8</sup> (b) (6), (b) (7)(C) [Redacted]

(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

110. (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

111. (b) (6), (b) (7)(C)

a. (b) (6), (b) (7)(C)

b. (b) (6), (b) (7)(C)


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c. (b) (6), (b) (7)(C)

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d. (b) (6), (b) (7)(C)

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e. (b) (6), (b) (7)(C)

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f. (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)



g. (b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)



112. (b) (6), (b) (7)(C)

